cannot generally satisfy his claim out of an estate held by the entirety. 18 Columbia Law Rev. 605, *infra*. If, then, the lien was discharged as against the husband under § 67f, the instant case would seem sound in holding that the estate is no longer subject thereto. It should be borne in mind, however, that a trustee in bankruptcy acquires no greater rights than a creditor and therefore he acquires no interest in an estate by the entirety under the prevailing view; if he acquires a contingent title it is defeasible and worthless, *ibid, supra*, and he has an option to accept it or not. *Matter of Cogley* (D. C. 1901) 107 Fed. 73. If a lien on an estate by the entirety is created four months before the filing of the petition, it remains valid after the husband receives his personal discharge. *Frey* v. *McGaw* (1915) 127 Md. 23, 95 Atl. 960. In *Humberd* v. *Collings* (1898) 20 Ind. App. 93, 50 N. E. 14, it was held that a tax lien on property held by the entirety, having been declared void as to the husband, was also void as to the wife, but that case turned on the fact that the judgment was *in rem* and not in *personam*. In cases like the instant one, it is submitted that the four months period has no application, for if no title ever passed to the trustee, the lien is not divested, *Miller* v. *Barto* (1910) 247 Ill. 104, 93 N. E. 140; but *cf. Chicago, etc., R. R.* v. *Hall* (1913) 229 U. S. 511, 33 Sup. Ct. 885, and if he exercised his option to reject a worthless title, the lien still remained on the property as regards the bankrupt. *Rochester Lumber Co.* v. *Locke* (1903) 72 N. H. 22, 54 Atl. 705; *M'Carty* v. *Light* (1913) 155 App. Div. 36, 139 N. Y. Supp. 853; but see *contra, People's Nat. Bank* v. *Maxon* (1915) 168 Iowa 318, 150 N. W. 601. The purpose of striking down the lien is to avoid an unfair preference as among creditors and therefore it is only struck down in favor of the trustee and his grantees, but not in favor of third persons. *New Orleans, etc., Co.* v. *Grisson* (1902) 79 Miss. 662, 31 So. 336. *Hutchins* v. *Cantu* (Tex. Civ. App. 1902) 66 S. W. 138. These considerations were not raised by the court in the principal case, but they appear to be controlling and therefore the decision seems unsound.

BANKRUPTCY—HUSBAND AND WIFE—ESTATES BY THE ENTIRETY—TITLE OF TRUSTEE.—A trustee in bankruptcy brought proceedings to recover certain property alleged to belong to the estate of the bankrupt husband. The property consisted of a contract whereby the husband and wife were to purchase land as tenants by the entirety. *Held,* this interest constituted an estate by the entirety and did not pass to the trustee of the husband. *In re Berry* (D. C. E. D. Mich. 1917) 247 Fed. 700.

Under § 70a (5) of the Bankruptcy Act (30 Stat. 565, Comp. Stat. 1916, § 9654) the trustee is vested with the title of the bankrupt to all property which the bankrupt might have transferred or which might have been levied upon and sold on execution. What property falls within this clause is to be determined by the law of the state in which it is located. *In re Butterwick* (D. C. 1904) 131 Fed. 371. In the case of estates by the entirety it is generally held that they are not subject to execution under the Married Women's Acts for the debts of either spouse, *Stifel's, etc., Co.* v. *Saxy* (Mo. 1918) 201 S. W. 67; *Hood* v. *Mercer* (1909) 150 N. C. 699, 64 S. E. 897, but jurisdictions vary in this respect, *Hiles* v. *Fisher* (1895) 144 N. Y. 306, 39 N. E. 337, and hence the rights of the assignee in insolvency vary accordingly. *Laird* v. *Perry* (1902) 74 Vt. 454, 52 Atl. 1040. A favorite view is that a contingent lien is created which will become effective

if the debtor survives the other spouse. *In re Meyer's Estate* (1911) 232 Pa. 89, 81 Atl. 145. An interesting question is presented whether a conveyance by the husband and wife can defeat such a lien. It is generally held that it can, *Jordan* v. *Reynolds* (1907) 105 Md. 288, 66 Atl. 37; *Beihl* v. *Martin* (1912) 236 Pa. 519, 84 Atl. 953, and a trustee in bankruptcy is not entitled to an order restraining the conveyance. *In re Beihl* (D. C. 1912) 197 Fed. 870. Yet in *Servis* v. *Dorn* (1909) 76 N. J. Eq. 241, 76 Atl. 246, the court refused to hand over to the mortgagors of an estate by the entirety the surplus arising from the foreclosure sale on the ground that the creditors of the husband had a lien on the fund which would become effective if he survived his wife. It would seem, however, that, if they had a right to convey the land and thus defeat a possible realization by his creditors, they would be entitled to the fund and be equally free to defeat any contingent lien attaching to it. Practically, in most jurisdictions if the creditors acquire nothing more than a contingent lien, the trustee in bankruptcy acquires nothing of value. The instant case seems to be in accordance with the general view.

BILLS AND NOTES—AUTHORITY TO FILL IN BLANKS—ALTERATION.—The defendants, to accommodate the maker, signed an order note as indorsers, leaving blank the space for the name of the payee, and handed the instrument to the maker. The maker, proposing to sell the instrument to X, inserted his name as payee. X, however, refused to purchase the note. Thereafter, the plaintiff bank, with the consent of the maker, inserted after X's name the words "or bearer" and discounted the note. *Held,* in an action against the indorsers, that they were discharged since the insertion was beyond the authority granted. *First Nat'l Bank of Hartsville* v. *Wood* (S. C. 1918) 95 S. E. 140.

It is well settled that the substitution of "or bearer" for "or order" is a material alteration of an instrument, *Marshall* v. *Wilhite Church* (1889) 4 Ohio C. C. 203; see *Builders' Lime & Cement Co.* v. *Weimer* (1915) 170 Iowa 444, 151 N. W. 100, because the mode of transfer is thereby affected. *McCauley* v. *Gordon* (1879) 64 Ga. 221. However, there is some authority to the contrary based on the proposition that such an alteration does not prejudice the obligor. *McLaughlin* v. *Venine* (1870) 2 Wyo. 1. The latter view seems incorrect because the law, to prevent tampering with negotiable instruments, *cf. McCauley* v. *Gordon, supra,* considers material any alteration that affects the identity of the obligation evidenced by the writing, regardless of detriment or benefit to the obligor. *Barton Savings Bank & Trust Co.* v. *Stephenson* (1914) 87 Vt. 433, 89 Atl. 639; *Commonwealth Nat'l Bank* v. *Baughman* (1910) 27 Okla. 175, 111 Pac. 332. Since an instrument "to the order of X or bearer" may be negotiated by delivery, *Bitzer* v. *Wagar* (1890) 83 Mich. 223, 47 N. W. 210; *Bate* v. *Heywood* (So. Afr. 1882) 2 E. D. 153, the court's view that the unauthorized addition of the words "or bearer" to an order instrument is a material alteration is correct. *Croswell* v. *Labree* (1888) 81 Me. 44, 16 Atl. 331; see *Builders' Lime & Cement Co.* v. *Weimer, supra; contra, Weaver* v. *Bromley* (1887) 65 Mich. 212, 31 N. W. 839. But it is difficult to justify the application of that doctrine to the principal case, for there it appears that the insertion of those words was simply an authorized filling in of the blank. Where an instrument containing blanks is entrusted to a party for his accom-